



## WHAT IS THE CAMPAIGN TO ENFORCE THE STAFFING LANGUAGE ABOUT?

The campaign to enforce the staffing language is about collecting the evidence to build strong grievances that can go to arbitration if necessary.

The collective agreement language is strong and requires safer staffing.

But it is only strong if it is enforced. The onus is on the employees and the union to prove when the language is being breached if we want the Employers to comply.

That means we have to carefully document incidents where the obligations in the language are not met and take the best cases forward to arbitration.



### In-Charge Nurses

In-charge nurses have a very important role in ensuring the effectiveness of the new replacement language.

#### **The MOU - Acute Care / Long Term Care Staff Replacement – Short Term Absences includes:**

On some occasions a nurse or a short term absence may not be replaced if the nurse in charge and the manager agree that patient care needs can be met with scheduled and available nurses.

On some occasions the Employer may not be required to make all reasonable efforts to replace those vacancies if the nurse in charge and the manager agree that patient care needs can be met with scheduled and available nurses.

#### **The provision on Additional Patient Demand includes:**

The parties agree that in instances where patient demand exceeds the normal capacity of a facility or a unit within a facility, the Employer will call in additional nurses as necessary to meet patient care needs. Patient care needs will be determined jointly by the manager and nurse in charge of the unit in question

#### **To assist in-charge nurses in fulfilling their responsibilities under these new provisions, the 2012-2014 collective agreement also contains a new MOU, In-Charge Nurses, which says:**

The parties agree that it is desirable to develop provincial education standards for in-charge nurses in order for them to provide consistent, supported front-line leadership at the worksite. Such educational standards would include but not be limited to:

- Facilitating the effective utilization of staff;
- Monitoring overall patient care needs;
- Assessing whether circumstances require calling staff;
- Providing leadership on the unit and utilizing available resources for support.

To that end, the parties agree to jointly develop program(s) to implement such educational standards at the local level. This will begin within 90 days of ratification of the Collective Agreement and the program will be ready for rollout with 12 months thereafter.

With respect to program development, each party will be responsible for paying their own costs related to this endeavour.



## Acute Care / Long Term Care Staff Replacement

### 1. Who is an “in-charge nurse”?

An in-charge nurse is any nurse who is designated in charge of a program, ward, or unit on a shift. It includes DC2, DC3, and DC4 when such positions are present and in-charge. But it also includes DC1s who are designated in-charge on a particular shift.

### 2. How are in-charge nurses chosen?

The process for choosing in-charge nurses varies from unit to unit. It can be done by seniority, by rotation, or by some other system. There is no collective agreement right to have the in-charge nurse selected in a particular way so the Employer has quite a lot of discretion. They are not allowed to choose the in-charge nurse in a way that is arbitrary, discriminatory, or in bad faith.

### 3. As the in-charge nurse, how do I assess patient care needs?

You should assess patient care needs according to your training and clinical expertise. There are forms on the Member Portal that can guide you through the factors listed in the collective agreement, including a tool for assessing patient acuity.

### 4. Will I get more training in how to assess patient care needs jointly with my manager?

There is a joint committee that is working on developing consistent education programs and standards for in-charge nurses. Some employers already have training programs in place.

The Union is strongly encouraging the Employer to engage in JOINT training for in-charge nurses and managers so that both parties have the same information about how to assess patient care needs. So far the Employer has not agreed to this.

### 5. My employer says it’s not my job to assess patient care needs until after the committee on in-charge nurse training completes its work. Is that true?

No, that is not true. The collective agreement language is not on hold. In-charge nurses have the right and the responsibility to assess patient care needs on the terms described in the collective agreement using their best clinical judgement.

### 6. What happens if I disagree with my manager about whether an absence should be replaced?

The language says that there is an exception to the requirement to replace only when the nurse in charge and the manager agree. That means that if the nurse in charge and the manager don’t agree, the absence should be replaced.

However, there is also a labour principle called “work now grieve later” that means the manager can overrule the nurse in charge and the nurses must continue working and file a grievance later to get a remedy. They aren’t allowed to call in a replacement nurse on their own<sup>1</sup> or refuse to work.

You should also document the circumstances of the disagreement using the forms found on the Member Portal.

### 7. Can the Employer just stop designating me in-charge if I disagree with my manager?

The Employer is not allowed to retaliate against you for doing your job in accordance with the collective agreement. They have quite a bit of discretion in selecting the in-charge nurse but they are not allowed to choose the in-charge nurse in a way that is arbitrary, discriminatory, or in bad faith.

On the other hand, the collective agreement does not have any provisions that give you the right to be appointed as an in-charge nurse. It can be difficult to prove that a decision not to designate you was retaliatory. It is important to take some proactive steps to protect yourself (and the other nurses on your unit).

You should make sure that you know what system has been used in the past to designate in-charge nurses on your unit. Keep any documents (policies, emails, meeting minutes etc) that describe that practice and make sure you have the names and contact information for other nurses that could speak to the past system. If that system changes ask for an explanation and document the answer you receive. File a grievance if you are no longer being appointed after you have disagreed with your manager about patient care needs.

<sup>1</sup> There are some circumstances where nurses can call in additional staff – see for example Article 59.13.



## Acute Care / Long Term Care Staff Replacement

### **8. What happens if I agree with the manager that patient care needs can be met without replacing a RN/RPN on a shift but the rest of the staff of the unit disagree?**

The provision makes it clear that the decision as to patient care needs is made by the manager and the nurse in charge. Your role as the in-charge nurse is crucial and your decision should be made based on your own best independent clinical judgement. Whichever decision you make, you should document the reasons for it.

The other nurses on your unit can still collect evidence and file a grievance but those grievances will not be as strong without your support.

### **9. My manager says we can't afford to replace absences. What should I do?**

Financial considerations are not part of the assessment of patient care needs. The Employer is responsible to find a way to replace absence nurses, the same as any other obligation under the collective agreement.

Your role is simply to assess patient care needs using the factors described in the collective agreement without regard to financial considerations. Then document your assessment and your conversation with the manager and file a grievance if the absence is not replaced unless you have agreed that patient care needs can be met without replacement.

***These interpretations are provided on a without prejudice, errors and omissions basis to any position the BCNU or any Union in the Nurses' Bargaining Association may take.***



## Acute Care / Long Term Care Staff Replacement